



EVENT TERMS AND CONDITIONS

1 - Acceptance of Terms

1.1 These Terms outline the terms of engagement between Feastology Catering LLC ("Feastology," "we," "us," "our," or "Caterer") and its Clients ("you", "customer", "Client") regarding the catering services offered. By using the online Booking ("Booking") process provided by Feastology, and processing of payment online, you agree to abide by and be bound by these Terms and Conditions ("Terms"). By submission of a Booking and processing of payment online, Client acknowledges they have read, understood, and agreed to these Terms. Each individual who authorizes this Agreement on behalf of the Client asserts that they possess full legal authority to bind the Client. In the event that such representation proves to be untrue, the

1.2 Whenever these Terms make mention of a specific number of days, it pertains to calendar days unless expressly specified as "business days." In the case of "business days," the calculation of days will exclude Saturdays, Sundays, and all holidays when U.S. federal agency offices are closed.

2 - Booking and Payment

2.1 Reservation and Payment: To secure catering services, Client must submit a deposit payment for the amount specified in the online quote. The deposit amount will be deducted from the total balance.

2.2 Estimated Total: The estimated total cost for the event may be adjusted by changes to guest counts and services agreed to by Client and Caterer up to 5 business days prior to the event. These changes must be submitted in writing. The final guest count is due 5 days prior to the event date. The amount of food prepared is based on the guest count. If more guests come than we are prepared for, there might not be enough food for everyone.

2.3 Final Payment: The remaining balance must be paid in full. Failure to make the final payment may result in the cancellation of the catering services. Client shall be charged for the final guest count even if the actual number of guests who attend the event is fewer. In the event that additional charges accrue on or after the final payment is made, Caterer will submit a Final Invoice to Client after the Event Date, which must be paid within 2 business days of receipt. For final payment or any balance due, Client authorizes Caterer to charge the payment method on file.

3 - Menu Selection and Changes

3.1 Menu Selection: Menu options must be selected at least ten (10) days prior to the event. Any changes after this date may be subject to additional charges and availability.

3.2 Allergies and Dietary Restrictions: Feastology will make reasonable efforts to accommodate dietary restrictions and allergies. However, we cannot guarantee a completely allergen-free environment. Any dietary needs must be submitted in writing 10 days prior to the date of the event and approved by Caterer. If Client provides the required notification and Caterer is unable to accommodate the dietary restrictions, Caterer and Client shall mutually agree upon possible alternatives for outside food and beverage accommodations for any specific guests with dietary restrictions.

4 - Event Details

4.1 Event Date and Time: The customer must provide the accurate date, time, and location of the event. Any changes must be communicated to Feastology as soon as possible and are subject to availability.

4.2 Event Setup and Access: The customer is responsible for ensuring that the event venue is accessible and available for setup in a timely manner. Feastology will require access to the venue for catering setup before the event.

5 - Client's Declarations and Assurances

5.1 The Client affirms, assures, and warrants that they have diligently reviewed all aspects of the Booking and that they (a) have furnished an accurate depiction of the Event, encompassing its purpose, location, the amenities accessible to the Caterer at the venue, the expected number of attendees or Guest Count, and the time frame during which catering services will be rendered; (b) endorse the food quantities and labor estimates outlined in the Booking and assert that these quantities and services are sufficient and fitting for the Event; (c) have shared or will share information with the Caterer regarding any anticipated guests with specific dietary requirements or food allergies; and (d) have secured all essential permits and endorsements mandated for the Event by the Event Venue, or as necessitated by local, state, or federal laws or regulations.

6 - Insurance

6.1 If the Event Venue deems it necessary, the Client is responsible for procuring and maintaining comprehensive general liability insurance, meeting the coverage limits specified by the Event Venue for bodily injury and property damage. The Client must furnish this certificate of insurance to the Caterer on or before the Event Date. Caterer should be named as an additional insured for the duration of the Event. It's important to note that failing to maintain the required insurance coverage does not exempt the Client from their obligations for losses and liabilities as outlined in this Agreement.

6.2 Throughout the Event, the Caterer is obligated to maintain a certificate demonstrating comprehensive general liability insurance with liability limits of \$1,000,000 per incident for bodily injury and property damage. Additionally, the Caterer must carry relevant worker's compensation and comprehensive automobile liability insurance, meeting either the statutory minimum limits or higher, as required by law.

7 - Alcoholic Beverages

7.1 Colorado law prohibits catering companies from purchasing and reselling alcoholic beverages or obtaining liquor licenses for events. Instead, clients have the option to either order alcoholic beverages and arrange delivery through their chosen local liquor supplier or request the caterer's assistance in coordinating delivery with a liquor supplier. The client will be directly billed by the liquor supplier, and they assume all responsibility for securing any required liquor licenses for events where the caterer serves alcoholic beverages.

7.2 Following the event, the client is responsible for taking possession of any remaining liquor, whether the bottles are open or unopened. Furthermore, the client assumes full accountability for the actions and behavior of their guests concerning alcohol consumption. The caterer will not be held liable for any damages resulting from the client's or guests' intoxication and retains the right to refuse service of alcoholic beverages to minors, visibly intoxicated individuals, or anyone with a known history of habitual intoxication as recognized by the caterer's staff.

8 - Changes and Cancellations

8.1 Change by Feastology: Feastology reserves the right to modify the menu, event details, or services in case of unforeseen circumstances. We will make reasonable efforts to communicate any changes to the customer promptly.

8.2 Cancellation by Feastology: Feastology reserves the right to cancel catering services for any reason or no reason or due to factors beyond our control, such as severe weather, natural disasters, or other emergencies. In such cases, a full refund of payments made will be issued within ten (10) business days.

8.3 Cancellation by Client: In the case of full-service catering orders, should the Client decide to cancel the Event, they are required to provide written notice of cancellation to the Caterer at least thirty (30) days prior to the scheduled Event date, referred to as the "Notice of Cancellation." Upon receiving the Notice of Cancellation, the Caterer will refund all deposits and prepayments to the Client, minus any non-refundable fee that was necessary to secure the Event date. If the Client provides a Notice of Cancellation within thirty (30) days of the Event date, they acknowledge that the Caterer is entitled to retain all deposits and payments, which the Client agrees represent the Caterer's reasonable liquidated damages.

8.4 Venue or Event Date Change by Client: In the event that the Client changes the Event date or venue, the Caterer will credit the remaining balance of the Client's deposits and payments towards the new Event date and/or venue, provided that the Client has given reasonable notice of these changes to the Caterer and the Caterer's availability permits it. If the Caterer is unavailable for the new Event date or unable to provide services at the new venue, this change will be treated as a Notice of Cancellation, and the return of deposits and payments will be governed according to the terms outlined in this provision, based on the timing of the notice. For food delivery orders, it's important to note that deposits and payments are non-refundable in the event of cancellation by the Client.

9 - Leftover Food and Health/Safety

9.1 Caterer will manage the disposal of any remaining or unused food items in strict accordance with relevant health codes and regulations. The Caterer retains the authority to discard any food items following the Event if there is a reasonable concern regarding their potential to cause illness.

9.2 In adherence to appropriate health codes and regulations, it should be noted that the consumption of raw or undercooked meats, poultry, seafood, shellfish, or eggs may heighten the risk of foodborne illness. The Client is responsible for obtaining and adhering to any reheating instructions provided by the Caterer for leftover food.

9.3 The Client assumes full responsibility for the safe handling and consumption of the food provided by the Caterer. By accepting the food and services delivered by the Caterer, the Client releases the Caterer from any liability related to food- or service-related illnesses and any other safety or health concerns arising from the delivery and provision of food and services to the Client and their guests.

10 - Rentals and Event Décor:

10.1 Caterer will handle the coordination, arrangement, and provision of all necessary items for the Event, including equipment, furniture, linens, dishes, china, flatware, glassware, service items, event décor, and any additional services required unless the Client provides written instructions to the contrary. The charges for these rentals, event décor, and related services will be integrated into the estimated total cost and invoiced as part of the Final Invoice, along with a management service fee (which may not be itemized in our invoice). Any loss or damage to the rented items will be invoiced to the Client as part of the Final Invoice.

10.1 The Client has the option to select their own rental service provider. In this case, the Client will be billed directly by the rental service provider. If the Client chooses to provide their own equipment, furniture, linens, dishes, china, flatware, glassware, service items, or event décor, the Caterer will not assume responsibility for loss, cleaning, damage, or breakage of these items.

10.2 The Client acknowledges that the Caterer will not be held liable, and no payment refund will be issued, if any equipment and furniture provided by the Client fails to function and affects the quality of the food or services provided by the Caterer.

11 - Intellectual Property

11.1 All content provided by Feastology, including menus, recipes, and branding, is protected by copyright and intellectual property laws. Customers are prohibited from using Feastology's content for commercial purposes without prior written consent.

12 - Governing Law

12.1 This Agreement will be governed and interpreted in accordance with the laws of the State of Colorado, without consideration of its conflict of laws principles or doctrines. Any dispute, claim, or controversy arising from or related to this Agreement will be resolved in a court with appropriate jurisdiction within the State of Colorado. In any legal action initiated by either party, the prevailing party will have the right to recover costs and reasonable attorney fees.

12.2 If any provision of this Agreement is deemed unenforceable under the applicable law, the remaining provisions will remain fully effective and enforceable.

12.3 Neither the Caterer nor the Client shall be held liable for any losses or damages arising from their inability to fulfill the terms and conditions of this agreement if such inability is, in whole or in part, due to circumstances beyond their control. These circumstances may include but are not limited to war, riot, strike, flood, pandemic, travel restrictions, government actions or decisions, or any other unforeseeable events. However, in the event of non-fulfillment by the Client, the Caterer may recover its actual costs incurred in preparation for the Event. These costs may be deducted from deposits and prepayments, and any remaining balance shall be refunded to the Client, if applicable.

13 - Fees and Unpaid Balances

13.1 Caterer will impose a \$50 fee for any returned checks. For payments, convenience fees may be applicable. If the final balance remains unpaid seven (7) days after receiving the invoice, a monthly finance charge of three percent (3%) will be added. This finance charge will also apply to any outstanding balance every thirty (30) days thereafter, with interest accruing from the date of the final invoice. If an unpaid balance persists for ninety (90) days after invoice receipt, Caterer reserves the right to initiate a court action for collection. The Client agrees that Caterer is entitled to recover all associated costs and fees, including, but not limited to, reasonable attorneys' fees, any and all court costs related to collection efforts and legal action. In the event that the Client makes an electronic payment and disputes a charge or requests a chargeback, reversal, or partial reversal of a payment, Caterer reserves the right to pursue collection through a court action, regardless of the credit card company's decision. The Client also agrees to reimburse Caterer for all fees and charges incurred in any chargeback action and authorizes Caterer to recover interest on the unpaid balance as stipulated herein. If there are multiple Clients party to this Agreement, they shall be jointly and severally liable.

13.2 All parking fees incurred during the event by Caterer and its staff will be billed to the Client.

14 - Sales Taxes

14.1 Sales tax will be calculated on all charges and incorporated into the final invoice at the applicable rate, determined by the Event Venue's location. If the Client's Event is eligible for tax exemption, the Client must submit all necessary tax exemption documentation, including the Affidavit of Non-Taxable Sale, to the Caterer before the Event Date to qualify for tax exemption.

15 - Indemnification

15.1 The Client shall indemnify, defend (with legal representation acceptable to the Caterer), and release the Caterer, as well as each of its affiliated entities, subsidiaries, officers, directors, and employees, from any and all demands, claims, legal actions, whether in the realms of law or equity, associated costs, expenditures, and reasonable attorney's fees arising from bodily injury (including fatality) or property damage. These incidents must be attributed to, arise from, or be related to the negligence or deliberate misconduct of the Client, the Caterer, the Caterer's employees, the Client's guests or representatives, or the use of equipment by the Client, the Client's guests or representatives.

16 - Variable Food Costs:

16.1 Considering the unpredictable nature of food prices (mostly applicable to seafood items that have fluctuating market prices), menu prices are susceptible to modification. The Caterer commits to informing the Client of any upsurge in food costs at least ten (10) days before the Event date. The Client is obliged to cover any hike in food expenses or, as an alternative, may opt for the replacement of other menu items to uphold the originally agreed-upon estimated total cost.